



September 6, 2024

Joan Colosimo
Manager
Enclave at Naples Condominium Association, Inc. (the "Client" and the "Association")
1295 Wildwood Lakes Boulevard
Naples, Florida 34104
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Proposal No. P244875
Subject: Milestone Inspection
1295 Wildwood Lakes Boulevard, Naples, Florida 34104 AKA Enclave at Naples Condo (the "Project")

Dear Joan:

SOCOTEC Consulting, Inc. ("SOCOTEC" or "Consultant") thanks you for the opportunity to provide the Association with this proposal for engineering consulting services for a Milestone Inspection.

Included in this proposal is the Project Approach and Schedule based on information provided to us, our Summary of Fees and our proposed Scope of Services.

We look forward to discussing our proposal with you. Should you have any questions or if you would like further information on our services, please contact SOCOTEC at 239.514.4100.

Please indicate your acceptance of this proposal, which shall serve as our agreement, by executing and returning a signed copy to our office or, in the alternative, by providing us with written confirmation (email) of your acceptance of this agreement. Please provide billing information to consultingbilling@socotec.us.

Thank you,

Casey M. Ward, P.E.
Regional Director | Principal Engineer

CONSULTANT: SOCOTEC Consulting, Inc.
By: Casey M. Ward
Name: Casey M. Ward, P.E.
Title: Regional Director
Principal Engineer
Date: September 6, 2024

CLIENT: Enclave at Naples Condominium Association, Inc.
By: [Signature]
Name: JOAN M. COLOSIMO
Title: COMMUNITY ASSOCIATION MANAGER
Date: 9-6-2024

PROJECT APPROACH & SCHEDULE

Our understanding of your needs for this property is based on information provided by you together with our experience on similar projects. The aerial photograph below depicts our understanding of the subject property.



Aerial View Via Google Earth

The Enclave at Naples Condominium Association is comprised of nineteen existing 3-story residential condominium buildings with 20 units per building that were constructed in 2001. Consultant has previously provided a Structural Integrity Reserve Study for the property. The property features:

- 380 individual units.
- Pool and pool deck.
- Clubhouse building.
- Independent covered parking structures.
- Central water feature.
- Structural frame of cast-in-place concrete.
- Deep foundation system.
- Painted stucco-covered masonry block in-fill walls.

We have based this proposal's scope of work and level of effort on the schedules and durations we've established, as follows:

PHASE	DURATION	SITE VISIT	REPORT
Milestone Inspection - Phase 1 - Visual-only Inspection	4 Months	15-20 Days	30-45 Days
Milestone Inspection - Phase 2 – Additional Inspection - If Required	TBD	2024	2024

Start date to be determined once services have been authorized.

SUMMARY OF FEES

MILESTONE INSPECTION PHASE 1	Item	LUMP SUM
Phase 1 - Visual-only Inspection	A-1	\$76,000
MILESTONE INSPECTION PHASE 2 – ADDITIONAL SERVICE	Item	FEE
Phase 2 – Additional Inspection - If Required	A-2	HOURLY

SCOPE OF SERVICES

EXISTING BUILDING

A. MILESTONE INSPECTION PHASE 1:

Upon Client's authorization of this service, we will provide a Milestone Inspection in accordance with Florida Statute 553.899. **Phase 1 – Visual-only Inspection:** includes observation of habitable and non-habitable areas at the property's buildings that are three-stories or taller, to observe and document the general condition of readily assessable structural components including:

- Roofs.
- Load-bearing walls and the primary structural members and primary structural systems as those terms are defined in s. 627.706.
- Exposed columns and beams.
- 25% of residential units, including balconies.
- Viewable foundation elements.
- Stairwells.
- Elevator shafts.
- Common area and limited-common area spaces.

Upon completion of Phase 1 services, we will determine if Phase 2 of the Milestone Inspection is necessary.

1. Phase 1 – Visual-Only Inspection:

- a. We will review Project construction drawings, past engineering reports, documentation of past building repairs, and past loading modifications to the building (e.g. enclosed balconies), description of any known issues or concerns, as provided by the Client, related to the structural systems to be inspected.
- b. We will provide one site visit to conduct a visual-only examination of the structural systems to be inspected. *The Client is to provide us with access to all necessary areas, and provide us with a site contact for building access. Our services do not include uncovering ground or building materials or performing invasive testing for the purposes of verifying in-place or constructed work within Phase 1. If the Client elects to engage us for this service in conjunction with the other services described in this proposal, we will consolidate the site visits with visits for the other services.*
- c. Based on our review and observations, we will notify the Client if Phase 2 – Additional Testing is required. If Phase 2 – Additional Testing is not required, we will prepare a Milestone Inspection report that will include:
 - i. Methodology of our evaluation.
 - ii. Identification of substantial structural deterioration within a reasonable professional probability.
 - iii. Statement of whether unsafe or dangerous conditions were observed.
 - iv. Recommendations for repairs and/or remediation as necessary for items that are not considered substantial structural deterioration.
 - v. Identification and description of building components requiring further inspection.
 - vi. Signature and seal by a licensed engineer.

ADDITIONAL SERVICES – MILESTONE INSPECTION PHASE 2:

This phase must be performed if any substantial structural deterioration is identified during Phase 1 of the inspection. During Phase 2, destructive or non-destructive testing may be required in order to further investigate items of concern. If no substantial structural deterioration is found during the Phase 1 inspection, then Phase 2 will not be required.

2. Phase 2 – Additional Inspection: If Required

- a. If Phase 2 – Additional Inspection is required, or if the State or Local building department requires inspection of additional units, we will provide the following services on an hourly basis:
 - i. We will provide a site visit(s) to witness probes and/or testing performed by others at the areas of where substantial structural deterioration was observed. *The Client is to provide us with access to all necessary areas and will make a mechanic and/or contractor available for testing, probing and patching.*
 - ii. Based on our review and observations, we will update the Milestone Inspection report previously provided in Phase 1. Our report will include signature and seal by a licensed engineer.



2024 HOURLY RATES:

Services billed hourly (including hourly, budget estimate and not-to-exceed services) will be performed per the negotiated rates shown below. The hourly rates set forth in this table are for use of SOCOTEC's Florida office personnel. Hourly rates shall increase 5% annually beginning on January 1, 2025:

FORENSIC HOURLY RATES (Portal-to-Portal):

Field Engineer	\$ 150
Staff Engineer	\$ 180
Senior Project Manager	\$ 200
Project Engineer	\$ 210
Senior Engineer	\$ 255
Principal Engineer	\$ 340
Senior Principal Engineer	\$ 370

Nighttime/Overtime/Weekend will be charged at 1½ times hourly rates.

Litigation Support services for testifying and/or deposition during normal business hours will be charged at 1¼ times hourly rates.

To the extent the Project incurs delays Consultant may require an adjustment to Consultant's level of effort, hourly rate, and/or fee and will communicate any such adjustment in the form of a change order request and Client agrees that approval of such change order request shall not be unreasonably withheld.

Notes:

1. All fees are exclusive of reimbursable expenses unless otherwise noted.
2. Fees do not include an allowance for meetings or supervision except where specifically noted in the scope of services. Meetings are anticipated to be via tele/videoconference, or at Consultant's office.
3. Budget estimate and/or not-to-exceed fees are based on Consultant's projected work schedule set forth in this proposal. All work will be charged according to actual hours spent as per the rate schedule below. Although Consultant has attempted to provide an accurate estimate, the actual amount invoiced for this work could be higher or lower. Any not-to-exceed fees set forth in this proposal are not a guarantee that Consultant's services will be completed for that amount. Rather, Consultant shall not exceed the fees in this proposal without obtaining advanced written authorization from the Client, authorization of which shall not be unreasonably withheld. Consultant shall notify the Client in writing by or before it completes the value of its fee and shall use reasonable efforts to provide the Client with notice if Consultant believes it will exceed the fee.
4. Hourly work will be charged according to actual hours spent as per the hourly rate schedule.
5. Any redesign obligation(s) will be performed on an hourly basis at the current year hourly rates when the work occurs.
6. Consultant's level of effort set forth in this proposal assumes that the work will run continuously and be completed within the timeframes identified in the foregoing schedule. To the extent the Project incurs delays or scope changes, Consultant will require an adjustment to the fee and/or schedule.
7. Payment terms: Invoices will be issued monthly and are due upon receipt. Consultant will invoice lump sum fees to the Client based upon Consultant's work in place on a percent complete basis, based upon the shorter of work completed or time allotted. Budget estimates, not-to-exceed and hourly fees will be billed monthly as they occur. After 30 days, 1½ % per month a late fee will be charged. Consultant reserves the right to stop work on projects where invoices remain unpaid for over 60 days. Collection fees, including attorneys' fees, if required, will be charged to the Client.
8. Reimbursable expenses: are all expenses incurred by Consultant in connection with this Project on behalf of the Client and will be marked up by 15%. Reimbursable Expenses include, but are not limited to travel, long distance telephone charges, IT services, messenger service and reproduction costs. Subconsultants engaged by Consultant in connection with the Services to be provided shall be billed at Consultant's personnel rates as set forth herein. Laboratory fees and tests will be billed at a multiple of 1.25 of actual cost. All air travel in excess of four hours will be in business class. Travel time will be invoiced per the listed hourly rates.

TERMS, EXCLUSIONS & CONDITIONS:

1. PURSUANT TO FLORIDA STATUTE 558.0035, THE PARTIES AGREE THAT NO INDIVIDUAL PROFESSIONAL ENGINEER OR ARCHITECT, OR THEIR EMPLOYEES, SHALL BE HELD INDIVIDUALLY LIABLE OR RESPONSIBLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT.
2. The Client will provide unrestricted access to all areas of the building including, but not limited to setbacks, terraces and roofs.
3. The Client will provide copies of the most recent filed Milestone Inspection report, Structural Integrity Reserve Study and/or Reserve Study and any previous available reports. Client will provide whatever drawings, elevations and documentation it has pertaining to the structural systems for use during our inspection and/or inclusion in our written report. All necessary documents, drawings and other relevant background information for the Project will be provided to us by the Client.
4. Equipment required to gain access to the interior and exterior areas to be monitored, such as ladders, scaffold and scaffold operator, etc. will be provided by the Client at its expense. Access and coordination are the responsibility of the Client. All costs related to providing the access necessary to perform our inspection, including but not limited to any equipment, certification and personnel, as well as the coordination of our inspection, are the sole responsibility of the Client. Additionally, it is understood that any interruption in our services due to cancellation or standby time will result in additional fees, and will be billed per the current year hourly rate schedule. Should additional visits be required due to found conditions or be necessary in the professional's opinion, they will be invoiced on an hourly basis per the current year hourly rate schedule.
5. The Milestone Inspection Phase 1, Structural Integrity Reserve Study and/or Reserve Study services provided by us hereunder include a visual observation of readily accessible areas and systems. Latent or concealed defects which are not readily accessible and otherwise not visible or defects which could not be evaluated without using destructive testing methods (i.e. opening of column enclosures, opening of walls opening of ceilings, etc.) are not reviewed.
6. All necessary documents, drawings and other relevant background information for the Project will be provided to Consultant by the Client.
7. Consultant will not verify the supporting structure, i.e., building skeleton, floor slabs and embedments, and any other structural work, unless specifically noted in the scope of services in this proposal.
8. Unless noted in the scope of services, Consultant will not conduct any instrumented alignment and measurement checks.
9. When deviations or deficiencies are observed and reported by Consultant, Consultant will request that the engineer of record approve remedial details.
10. Laboratory and/or jobsite testing services and roofing and waterproofing services, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.
11. Review and/or inspections of balcony railings, unless specifically noted in the scope of services in this proposal, are not included. If needed, Consultant can provide an additional proposal for these services.



12. The Client will give five (5) business days prior written notice to Consultant before all monitoring, meetings, job site visits as well as prior to the commencement of each task and/or Scope of Services item.
13. Consultant will not have control or charge of and shall not be responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for safety precautions and programs in connection with the work, for the failure of the Contractor, subcontractors, or any other person performing any of the work, to carry out the Work in accordance with the Contract Documents. If Consultant has knowledge of such failures it shall inform the Client.
14. The service provided by Consultant hereunder is a visual observation of readily accessible areas and systems. Latent or concealed defects which are not readily accessible and otherwise not visible or defects which could not be evaluated without using destructive testing methods (i.e. opening of column enclosures, opening of walls opening of ceilings, etc.) are not reviewed.
15. All issues regarding hazardous and toxic materials, sidewalk safety and bridges and all other issues regarding job site safety are the sole responsibility of the Client, and will not be addressed by Consultant.
16. Consultant does not provide or imply any warranty, guaranty, promise to perform or assurance of any kind whatsoever.
17. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire safing), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to Consultant as to when the observations can be made before the wall is closed. If it becomes necessary for the wall to be reopened in order to allow for the appropriate observation (e.g., of the fire safing etc.), the Client will be responsible for all associated costs.
18. Consultant is acting as third-party observers. Any actions taken and/or decisions made as a result of any recommendation and/or services provided by Consultant shall be at the entire risk and obligation of the Client.
19. In the event that Consultant will be compelled to participate in any dispute resolution proceedings to which it is not a party arising from this Agreement, Consultant shall be compensated and reimbursed by Client for all reasonable expenses incurred by Consultant as a result of its participation.
20. Hazardous and Toxic Materials: Consultant shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or protecting against hazardous and toxic materials, organisms and substances at the Project. The Client or Owner shall bring no claim against Consultant relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permitted by law the Client or Owner shall indemnify, defend and hold harmless Consultant from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including but not limited to attorney's fees and insurance deductibles, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.
21. Arbitration: In the event of a claim, dispute or other matter in question between the parties arising out of or relating to this Agreement, it shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules and procedures then in effect. Such arbitration proceeding shall be conducted in New York, New York or Miami, Florida unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted or demanded. The unsuccessful party therein shall pay costs and reasonable attorneys' fees incurred by the prevailing party in such amount as shall be determined by the arbitrator.
22. Limitation of Liability: The principals, employees, affiliates, parents and agents of Consultant shall in no event be personally liable to the Client or any other third party. In no event shall Consultant be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by Consultant for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
23. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.
24. Notice of Claims: For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by nationally recognized courier service, certified mail or by hand delivery as follows:
If to the Client: refer to cover page of this document.
If to Consultant: Chief Executive Officer, SOCOTEC Consulting, Inc., 151 West 42nd Street, 24th Floor, New York, New York 10036
25. Suspension of Services and Termination: The Agreement may be terminated by either party with seven calendar days advanced written notice to the other party. Consultant shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from Consultant any delay or other damages as a result of the invocation of Consultant's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate Consultant for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination.
26. Captions and titles of the different sections of this Agreement are solely for reference and are not considered as substantive parts of this Agreement.
27. The sole beneficiaries of this Agreement and the services to be provided hereunder are the parties hereto. This Agreement is not intended and shall not be deemed to confer any benefit or rights upon persons or entities other than the parties hereto, except as set forth in the indemnification section herein.
28. Client's representative listed on the cover page of this document shall be the representative of the Client with the authority to bind the Client for purposes under this Agreement.
29. This Agreement and the rights and obligations of the parties shall be interpreted, governed by, construed and enforced in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of laws.
30. This Agreement is the entire agreement and expresses the entire understanding between the Parties as to the subject matter herein. All other agreements between the parties, either express or implied are superseded and replaced in their entirety by this Agreement.